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20 UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 21 SAN FRANCISCO DIVISION

22	SYNOPTSYS, INC.,	) Case No. CV 03-02289 MJJ (EMC)
23	Plaintiff,)
24	vs.	) AMENDED JOINT CASE MANAGEMENT
25	RICOH COMPANY, LTD.,	) CONFERENCE STATEMENT AND
26	Defendant.	) PROPOSED ORDER
27)
28)

Pursuant to FRCP 26(f) and L.R. 16-9, Plaintiff Synopsys, Inc. (“Synopsys”) and Defendant Ricoh Company, Ltd. (“Ricoh”), jointly submit this Amended Joint Case Management Conference Statement and Proposed Order.

DESCRIPTION OF THE CASE

1. A brief description of the events underlying the action:

a. Synopsys’ Position

The present action is an action by Plaintiff Synopsys seeking a declaratory judgment that U.S. Patent Nos. 4,977,432 (“the ‘432 patent”) and 5,197,016 (“the ‘016 patent”) are invalid and not infringed by the Synopsys Design Compiler products. Synopsys brought the present declaratory judgment action against Ricoh to protect itself and its customers from Ricoh’s threats of patent infringement suits based on these patents.

Prior to Synopsys’ filing of the instant declaratory judgment action, Defendant Ricoh had filed an infringement suit against six companies alleged to be users of Synopsys’ Design Compiler alleging infringement of method claims 13-20 of the ‘432 patent in the District of Delaware. Importantly, even though Ricoh was accusing Synopsys’ customers of infringing the ‘432 patent based on their ordinary use of Design Compiler, Ricoh did not name Synopsys as a defendant in, and Synopsys was therefore not a party to, the Delaware action.¹ Ricoh also threatened other Synopsys customers with patent infringement suits for their use of Synopsys’ Design Compiler software based on both the ‘432 patent and the related ‘016 patent.

The Delaware court found that Ricoh’s infringement action against Synopsys’ customers was essentially one between Ricoh and Synopsys that would best be litigated in the present declaratory judgment action. Significantly, the Delaware court found that this “court’s determination regarding infringement and validity of the ‘432 patent will efficiently dispose of the infringement issues regarding Synopsys’ customers” in the Delaware action. Based on these conclusions, the Delaware court decided to treat Ricoh’s case against Synopsys customers as a “customer suit” and to transfer it

¹ This fact is important since Ricoh continually attempts to unite the Delaware defendants and Synopsys, and thereby impose obligations from the Delaware action on Synopsys, even though Synopsys was not a party to that action.

1 to this district where it could be coordinated with this declaratory judgment action. Ricoh's case is
2 currently pending before this Court as Case Number CV 03-04669 MJJ.

3 Synopsis believes that it may be appropriate to stay Ricoh's case against Synopsis' customers
4 since Ricoh's infringement claims are based on nothing more than the ordinary use of Synopsis'
5 products. This is evident from the infringement contentions served by Ricoh, which are based solely
6 on the Defendants ordinary use of Synopsis' software products. In addition, Synopsis may ask the
7 Court for a summary determination of non-infringement of the '016 patent because Ricoh refuses to
8 submit Infringement Contentions under Local Patent Rule 3-1 regarding the '016 patent or even
9 respond to interrogatories seeking Ricoh's infringement theories and the evidence to support the
10 claims of infringement that it has been making in demand letters to Synopsis' customers.

11 If the Court elects not to stay Ricoh's case against Synopsis' customers, Synopsis believes that
12 the Court should bifurcate the issues of liability and damages in that action. While the question of
13 liability is believed to involve mostly issues that are common to each of the defendants in Ricoh's case
14 against Synopsis' customers, and to the declaratory judgment that Synopsis seeks in this action, the
15 question of damages is complicated, does not involve Synopsis, and should be reserved for a separate
16 trial. The need for that trial would be obviated, of course, if Synopsis prevails in this case.

17 Ricoh seeks to revisit the question of whether the Court has subject matter jurisdiction over the
18 '016 patent, a question which was resolved in the Court's order of September 22, 2003. In that Order,
19 the Court denied the Defendant's motion to dismiss in its entirety without distinguishing between the
20 '432 or '016 patents. *See, e.g.*, Order of Sept. 22, 2003 at 7:20-22 ("[T]here can be no doubt regarding
21 Defendant's intent to enforce its patents against such customers. Thus, based on *Arrowhead*, the Court
22 finds that the 'reasonable apprehension' requirement has been satisfied.").

23 Ricoh's description of the case, below, includes multiple unjustified and inaccurate assertions
24 that Synopsis and defendants have refused to participate in discovery. Ricoh's attacks on the actions
25 taken by Synopsis, its customer defendants, and its counsel have been equally unrelenting and
26 unjustified. Furthermore, those attacks are out of place in a case management statement. The fact that
27 there are discovery disputes has no bearing one way or the other on whether the cases should be
28

1 consolidated. Synopsys is prepared to dispute each of the allegations made below, but will not burden
2 the Court by presenting its responses here.

3 **b. Ricoh's Description**

4 Synopsys' description of the case is incomplete and contains several errors. Ricoh vigorously
5 disputes Synopsys' continuing effort to attempt to preclude Ricoh from pressing its patent
6 infringement claims against the parties who are actually infringing the '432 patent – the named
7 defendants in the related action CV 03-04669 MJJ (EMC) (hereinafter "ASIC defendants"). In
8 December 2003, this Court rejected the repeated efforts of Synopsys and the ASIC defendants to stay
9 Ricoh's infringement action, holding that "Ricoh has a 'separate interest' in litigating against the
10 [ASIC] Defendants in the first-filed action." Ricoh believes that its infringement claims against the
11 ASIC defendants should take priority. Alternatively, Ricoh would not oppose consolidation of this
12 action with Ricoh's case against the ASIC defendants, so the two cases can proceed simultaneously
13 through discovery, claim construction and trial. Absent such a process, then Ricoh will be denied its
14 ability to obtain relief from the actual infringing parties, or compelled to try its case twice.

15 **The Action against the ASIC defendants.** In January 2003, Ricoh sued several designers and
16 manufacturers of computer chips in the District of Delaware (C.A. No. 03-103-GMS) (now transferred
17 to this Court, CV 03-04669 MJJ (EMC)) for patent infringement, alleging that those defendants were
18 using the steps recited in the process claims of Ricoh's '432 patent. The '432 patent describes a highly
19 advanced technical process used in designing and manufacturing certain types of computer chips. In
20 the course of carrying out their infringement of the patented process, the ASIC defendants use software
21 supplied by the plaintiff in the instant action, Synopsys, and perhaps other suppliers. Synopsys has
22 indemnification obligations with respect to the ASIC defendants.

23 Although Synopsys chose not to try to intervene in the case against the ASIC defendants, it
24 assumed control of the defense and caused the filing of multiple declaratory judgment counterclaims
25 against Ricoh, claims which parallel the claims made by Synopsys in this commenced action. Acting
26 in the name of the ASIC defendants but at Synopsys' direction, Synopsys' attorneys in a number of
27 motions has unsuccessfully argued that the case against the ASIC defendants should stay discovery in
28 that action pending the outcome of this action. Synopsys' attorneys have filed all papers on behalf of

1 each of ASIC defendants; have attended the Rule 16 conference in Delaware, negotiated a protective
2 order; and have taken and responded to discovery. A copy of the Delaware Scheduling Order is
3 attached as Exhibit 1.

4 Synopsys repeatedly (and inaccurately) attempts to characterize Ricoh's claims against the
5 ASIC defendants as nothing more than the "ordinary use" of Synopsys' software. In fact, Ricoh's
6 claims are *not* that the "ordinary use" of any Synopsys product infringes Ricoh's '432 patent; rather,
7 the patent is infringed by the ASIC defendants' performance of the process described in method claims
8 13-17 of the patent, which includes independent inputs into certain software programs. Thus,
9 Synopsys' repeated references to "ordinary use" of a product is a fundamental misrepresentation of
10 Ricoh's infringement claims.

11 **The Declaratory Judgment Action.** After months of litigating the Delaware case, Synopsys
12 filed the instant declaratory judgment action with respect to the '432 patent and another patent (the
13 '016 patent) that Ricoh did not assert in the Delaware case. Ricoh has never accused Synopsys itself
14 of infringing the '432 patent or the '016 patent and has issued a written commitment that it will not
15 bring any action for infringement of the '432 patent or the '016 patent against Synopsys with respect to
16 Synopsys' past or current software products. Ricoh has advised others of the availability of a license
17 under the '016 patent but has not threatened anyone with infringement of that patent. On September
18 22, 2003, this Court denied Ricoh's motion to dismiss Synopsys' declaratory judgment action. There
19 remains an open issue with respect to the unasserted '016 patent, as the September 22 decision focused
20 solely upon the '432 patent.

21 **Threshold Issues.** There are two threshold issues to be resolved: (1) Whether the cases should
22 be consolidated and Ricoh be considered as if it was the plaintiff, since it is the patent owner and
23 initiated the earlier-filed action against the actual infringers. Consolidation will make it easier to
24 resolve some of the discovery disputes created by the stonewalling tactics of Synopsys and the ASIC
25 defendants; (2) Whether Synopsys' claim with respect to the '016 patent should be dismissed, since
26 that patent was not discussed in the September 22 opinion and Ricoh has not sued or threatened to sue
27 any entity on that patent.

Issue No. 1: Whether the related action should be consolidated and Ricoh be the plaintiff, since it is the patent owner and initiated the earlier-filed action. Synopsys would have this Court ignore the fact that Ricoh is the owner of the patent and has the earlier-filed action. Consolidating the two cases and treating Ricoh as the plaintiff is consistent with the case law and makes intrinsic sense. Otherwise, trial will be a disjointed and an unusually prolonged affair. In December 2003, this Court deferred a decision on consolidation but indicated that it may later revisit the issue.

Consolidation will allow the Court to address the issues arising from the stonewalling tactics by Synopsys and the ASIC defendants to avoid meaningful participation in discovery. As the Court is aware, there has been a variety of motions on issues that should have been easily and quickly resolved. These tactics by Synopsys appear to be consistent with its threats to fight every issue and to make these actions as expensive as possible.

Issue No. 2: Whether Synopsys' claim with respect to the '016 patent should be dismissed, since that patent was not discussed in the September 22 opinion and Ricoh has not sued or threatened to sue any entity on that patent and issued a written covenant not to sue Synopsys on that patent. A particularly unusual issue exists with respect to the '016 patent: Ricoh has never sued or threatened to sue any entity with respect to that patent. At most, Ricoh has made the availability of a license under this patent known. Ricoh has already covenanted that it will not sue Synopsys on the '016 patent based upon Synopsys' current products. Given these facts, makes little sense to proceed on the '016 patent.²

If, however, Synopsys insists on maintaining its declaratory action on the '016 patent, then it should be obligated to come forward with a claims chart showing why none of its "Design Compiler Products" infringe the '016 patent, and why it believes that the '016 patent is invalid.³ Synopsys is the only party raising an issue on the '016 patent in seeking an adjudication that its "Design Compiler

² Synopsys also asserts that Ricoh is contesting the issue of jurisdiction. Some of the ASIC defendants have not amended their discovery responses in which they assert jurisdictional defenses. Ricoh does not contest subject matter jurisdiction with respect to the '432 patent. With respect to the '016 patent, as explained herein, Ricoh maintains that there is no case or controversy, especially since the Court has never ruled on this issue with respect to that patent.

³ Synopsys' original Complaint contended that none of Synopsys' products infringe the '016 patent. Its Amended Complaint narrowed the products to Synopsys "Design Compiler Products."

Products” do not infringe the '016 patent. Ricoh has not asserted the '016 patent against any party and yet Synopsys is trying to put the burden on Ricoh to prove infringement on the '016 patent, recently asserting in motion papers filed with this Court that Ricoh had that burden even though this is a declaratory judgment suit without an infringement counterclaim.

2. Principal factual and legal issues in dispute.

a. Synopsys’ Position

- a. The proper construction of the ‘432 patent claims;
- b. The proper construction of the ‘016 patent claims;
- c. Whether use of Synopsys’ Design Compiler Products infringe any properly construed claim of the ‘432 patent;
- d. Whether use of Synopsys’ Design Compiler Products infringe any properly construed claim of the ‘016 patent;
- e. The validity of the ‘432 patent claims;
- f. The validity of the ‘016 patent claims;
- g. Whether Ricoh is barred from asserting the ‘432 patent or ‘016 patent under the doctrines of estoppel or laches.

b. Ricoh’s Description

- h. Whether Synopsys’ Amended Complaint seek only an advisory opinion concerning the ‘432 patent, since Ricoh has made no infringement allegation against Synopsys.
- i. Whether Synopsys’ Amended Complaint with respect to the ‘016 patent should be dismissed, since Ricoh has never threatened to sue either Synopsys or any of its customers on that patent and has given Synopsys a covenant not to sue.
- j. Whether Synopsys can prove that none of its “Design Compiler Products” infringe or induce infringement of the ‘432 patent or the ‘016 patent.
- k. Whether Synopsys and, if the cases are consolidated, the ASIC defendants, can prove by clear and convincing evidence that the ‘432 patent and the ‘016 patent are not valid.
- l. Whether, with respect to the '016 patent, Synopsys seeks a purely advisory opinion since Ricoh has not asserted the '016 patent against Synopsys nor any of Synopsys' customers.

3. The other factual issues which remain unresolved:

None.

4. Parties which have not been served:

None.

5. The additional parties which the parties intend to join and the intended time frame for such joinder:

None.

6. The following parties consent to assignment of this case to the United States Magistrate Judge for trial:

Neither party consents to assignment to a Magistrate Judge for trial. Synopsys does not consent to an assignment to a Magistrate Judge for any purpose.

If the Court desires for scheduling purposes, Ricoh is amenable to having the Markman hearing and any related tutorial held before a Magistrate Judge.

ALTERNATIVE DISPUTE RESOLUTION**7. The parties have not filed a Stipulation and Proposed Order Selecting an ADR process and the ADR process to which the parties jointly (or separately) request referral:****a. Synopsys' Position**

Since the parties have unsuccessfully engaged in negotiations, Synopsys does not believe that pursuing any ADR would be effective at this time. However, if Synopsys were required to choose an ADR procedure, Synopsys would request referral to the Court's ENE ADR process.

b. Ricoh's Position

There has been a single meeting between business representatives of Ricoh and Synopsys, but the parties have not engaged in negotiations. Ricoh has invited the ASIC defendants to negotiate with respect to a license, but they have refused. Ricoh is willing to enter into ADR with the ASIC defendants. Ricoh is also willing to enter into an ADR with Synopsys, however, Ricoh recognizes that an ADR with Synopsys may not be fruitful until further discovery has been completed. If Ricoh were

1 required to choose an ADR procedure, Ricoh would prefer mediation by a knowledgeable patent
2 attorney, who may also be qualified to serve as an early neutral evaluator.

3 **DISCLOSURES**

4 **8. The parties certify that they have made the following disclosures:**

5 Pursuant to FRCP Rule 26(a)(1), the parties exchanged initial disclosures on November 12,
6 2003.

7 **DISCOVERY**

8 **9. The parties have presented the following discovery plans:**

9 On March 24, 2004, Magistrate Judge Chen ordered the parties to meet and confer regarding a
10 timetable for some aspects of discovery, and to provide the Court with a report outlining the points of
11 agreement and disagreement. Ricoh's April 23, 2004 discovery plan is attached as Exhibit 2, and
12 Synopsys' and the customer defendants' April 23, 2004 submission in response to the Court's order is
13 attached as Exhibit 3 to this statement.

14 **a. Synopsys' Position**

15 In addition, Synopsys believes that discovery should be limited as provided by the Federal
16 Rules of Civil Procedure, but is willing to agree that each side be allowed 160 hours of deposition
17 testimony in this matter. Also, because many of Ricoh's witnesses will likely require a translator, each
18 hour of deposition testimony requiring translation should be treated as 30 minutes against this time
19 limit. Furthermore, since the parties have stipulated that testimony taken in this action will be
20 admissible in *Ricoh Company, Ltd. v. Aeroflex, Inc, et al.*, Case No. CV 03-04669 MJJ, and vice versa,
21 the total time for deposition testimony in the two actions combined should not exceed this limit.
22 Synopsys is not advocating that the Court give the Delaware defendants 160 hours for deposition
23 testimony, and grant them an additional 160 hours.

24 **b. Ricoh's Position.**

25 With respect to the number of hours for deposition, in Delaware, counsel for all of the parties
26 agreed that each side would have 240 hours of deposition testimony from fact witnesses. (See Exhibit
27 1.) Ricoh believes that such a modification of the Federal Rules of Civil Procedure is useful here, and
28 there is no reason to deviate from this prior agreement of counsel. There is no question that additional

1 deposition time needed. Since this agreement was established, the ASIC defendants and Synopsys
2 have identified over thirty (30) people who have relevant factual information in their initial disclosure;
3 another party has been added (Aeroflex Colorado Springs, Inc.); and the ASIC defendants have
4 indicated that they may produce as many as twenty (20) corporate witnesses in response to Ricoh's
5 Rule 30(b)(6) deposition notice to each defendant. Despite the additional party and many witnesses,
6 Ricoh is willing to abide by the prior agreement of counsel.

7 With respect to Synopsys' proposal that depositions needing translations "should be treated as
8 30 minutes against this time limit," Ricoh notes that, in Delaware, the 240 hours of total deposition
9 time was arrived at as a compromise. Then, as now, counsel for Synopsys was proposing 160 hours of
10 total deposition time per side, but also that each hour of depositions of non-English speaking witnesses
11 be counted as only 30 minutes against the total. Ricoh pointed out that this proposal would effectively
12 give the other side almost double the amount of deposition time as Ricoh, as most of Ricoh's witnesses
13 are native Japanese speakers. Rather than adopting the 30 minute proposal, the 240 hour figure was
14 accepted as a compromise. Ricoh does not agree that the depositions of non-English speaking
15 witnesses should effectively last two days each as a matter of right, but, as the parties have agreed with
16 respect to any witness, Ricoh willing to consider requests for more than a full deposition day of non-
17 English speaking witnesses on a case-by-case basis.

18 19 **PROPOSED SCHEDULE**

20 **10. A proposed schedule is provided below:**

21 **a. Synopsys' Position.**

22 As Synopsys has shown in pleadings before this Court, Ricoh has asserted that both the '016
23 and '432 patents are being infringed by Synopsys' customers, and are therefore at issue in this matter.
24 Furthermore, Ricoh has alleged that Synopsys' products play a central role in the customer's
25 infringement of its patents. Therefore, Ricoh must fulfill its obligations under the Patent Local Rules,
26 and prepare infringement charts under Local Rule 3-1 if it intends to contest Synopsys' assertion that
27 ordinary use of its products does not infringe Ricoh's patents. In addition, there is no provision in the
28 Patent Local Rules requiring preparation of a "non-infringement" chart, as Ricoh proposes. Indeed,

1 Rule 3-5(a) specifically states that Rule 3-1 does not apply if the patentee does not assert infringement.
2 The following schedule proposed by Synopsys follows the timing set forth in the Patent Local Rules.

3 **b. Ricoh's Position.**

4 **The '432 Patent.** This action is solely a Declaratory Judgment action and Ricoh has not filed
5 any counterclaim for infringement. Consequently, the initial portion of the schedule is clearly covered
6 by Local Patent Rule 3-5. Synopsys' proposed schedule completely ignores Rule 3-5 and instead relies
7 on 3-1, which is inapplicable here.

8 **The '016 Patent.** With respect to the '016 patent, Ricoh *never* has claimed in any action that
9 the '016 patent has been infringed. Ricoh's answer states that Ricoh "has not asserted any allegation of
10 infringement of the '016 patent against Synopsys, the ASIC defendants or the companies to whom
11 Ricoh has offered licenses under the '432 and '016 patents." (Rico Answer ¶ 8.) Paragraph 22 of the
12 Answer states:

13 Ricoh lacks information sufficient to form a belief as to whether Synopsys has made, used,
14 offered to sell or sold, within the United States, or imported into the United States, any
15 products or processes that infringe any valid claim of the '016 Patent, either directly, indirectly,
16 contributorily or otherwise, and has induced others to infringe the '016 Patent and on that basis,
17 denies that allegation.

18 Likewise, Synopsys erroneously asserts that Ricoh has threatened others with respect to the
19 '016 patent. Ricoh has never said or threatened to sue anyone on the '016 patent. Synopsys has
20 mischaracterized Ricoh's letters offering licenses as "threats" and "cease and desist correspondence",
21 when even a casual review reveals that the letter simply places the recipient on notice and invites a
22 dialog on licensing. (See example attached as Exhibit 4.) Ricoh has already covenanted that it will not
23 sue Synopsys on the '016 patent based upon Synopsys' current products. Given these facts, it makes
24 no sense to proceed on the '016 patent. The declaratory judgment claim with respect to the '016 patent
25 should be dismissed without prejudice.

26 If, however, Synopsys insists on maintaining its declaratory action on the '016 patent, then
27 pursuant to Patent Local Rule 3-5, it should be obligated to come forward with a claims chart showing
28 why its "Design Compiler Products" do not infringe the '016 patent, and why it believes the '016
patent is invalid. Synopsys is the only party seeking an adjudication relating to the '016 patent. Even

though Ricoh has not asserted the '016 patent against any party, or even any non-party, Synopsys is trying to put the burden on Ricoh to prove infringement on the '016 patent.

c. The Parties' Proposed Schedules.

Event	Time (Patent Local Rule, if applicable)	Synopsys' Proposed Date	Ricoh's Proposed Date
Disclosure of Asserted Claims and Preliminary Infringement Contentions (for the '432 patent)	No applicable rule.	March 12, 2004	None, because Ricoh has not presented a counterclaim asserting that Synopsys infringes the '432 patent. (Pat. L. R. 3-5(a))
Disclosure of Asserted Claims and Preliminary Infringement Contentions (for the '016 patent)	No applicable rule.	March 12, 2004	None, because Ricoh is not asserting that Synopsys infringes the '016 patent. (Pat. L. R. 3-5(a))
Synopsys' Disclosure of Basis for Declaratory Judgment Claims III and IV, Identification of products that Synopsys claims are not infringed and bases for its preliminary non-infringement contentions ('016)	Ricoh believes that disclosure should be provided 10 days after the Initial Case Management (<i>cf.</i> Pat. L.R. 3-5, and 3-3)	None. There is no provision in the Patent Local Rules requiring a declaratory judgment plaintiff to prepare "non-infringement" charts.	May 14, 2004
Preliminary Invalidity Contentions on the '432 patent	No later than 10 days after the defendant serves his answer or 10 days after the case management conference, which ever is later (Patent L.R. 3-5(a))	April 26, 2004	April 26, 2004 (by the ASIC Defendants and Synopsys)
Preliminary Invalidity Contentions on the '016 patent	No later than 10 days after the defendant serves his answer or 10 days after the case management conference, which ever is later (Patent L.R. 3-5(a))	May 14, 2004	May 14, 2004 (by Synopsys)
Meet and confer re: date for final invalidity Contentions	The parties shall meet and confer within 10 days of the service of the Preliminary Invalidity Contentions (Patent L.R. 3-5(a))	May 24, 2004	May 24, 2004
Exchange of Proposed Terms and Claim Elements for Construction	Not later than 10 days after Preliminary Invalidity Contentions (Pat. L. R. 4-1(a))	May 24, 2004	May 24, 2004

Event	Time (Patent Local Rule, if applicable)	Synopsys' Proposed Date	Ricoh's Proposed Date
Exchange of Proposed Claim Constructions and Extrinsic Evidence	Not later than 20 days after Exchange of Proposed Terms and Claim Elements (Pat. L. R. 4-2(a))	June 11, 2004	June 11, 2004
Joint Claim Construction and Prehearing Statement	Not later than 60 days after Preliminary Invalidity Contentions (Pat. L. R. 4-3)	July 13, 2004	July 13, 2004
Completion of Claim Construction Discovery	30 days after Joint Claim Construction and Prehearing Statement (Pat. L. R. 4-4)	August 12, 2004	August 12, 2004
Deadline to join parties and amend pleadings	L.R. 16-10(b)	July 19, 2004	July 19, 2004
Opening Claim Construction Brief	45 days after Joint Claim Construction and Prehearing Statement (Pat. L. R. 4-5(a))	August 27, 2004	August 27, 2004
Responsive Claim Construction Brief	14 days after Opening Claim Construction Brief (Pat. L. R. 4-5(b))	September 10, 2004	September 10, 2004
Reply Claim Construction Brief	7 days after Responsive Claim Construction Brief (Pat. L. R. 4-5(c))	September 17, 2004	September 17, 2004
Claim Construction Hearing	At least 14 days after Reply Claim Construction Brief (Pat. L. R. 4-6)	Early October 2004, no earlier than October 1, 2004 (date to be determined by court)	Late September or October 2004 ⁴
Claim Construction Ruling ("CCR")		Provided by the Court	Provided by court
Final Infringement Contentions		November 12, 2004 or 30 days after CCR (Pat. L. R. 3-6) whichever is later ⁵	No response required by Ricoh, as it is not asserting infringement by Synopsys. (Patent L.R. 3-5(b))
Fact discovery cut-off		November 12, 2004 or 30 days after CCR whichever is	December 14, 2004

⁴ Ricoh's lead counsel is unavailable September 23-24 and October 7-11, 2004.

⁵ Synopsys believes that their proposed schedule based on time periods following the Court's claim construction ruling is reasonable, but suggests that an additional case management conference following the Court's claim construction ruling may be necessary to set the post-claim construction case schedule.

⁶ Synopsys' Statement: Synopsys believes that its proposed date for fact discovery cut-off is appropriate. However, should the Court decide otherwise, Synopsys requests that its final invalidity contentions be due at least two weeks after the fact discovery cut-off.

Ricoh's Statement: Ricoh believes fact discovery should close after the submission of initial expert reports.

Event	Time (Patent Local Rule, if applicable)	Synopsys' Proposed Date	Ricoh's Proposed Date
		later ⁶	
Final Invalidity Contentions	No later than 50 days after CCR (Pat. L. R. 3-6) Shall be determined by Meet and confer at the meet and confer pursuant to (Pat. L. R. 3-5)	December 3, 2004 or 50 days after CCR (Pat. L. R. 3-6) whichever is later	To be determined by parties at earlier meet and confer.
Submission of expert reports by party with the burden of proof		December 13, 2004 or 60 days after CCR whichever is later	November 30, 2004
Submission of responsive expert reports		January 28, 2004 or 80 days after CCR whichever is later	December 30, 2004
Expert discovery cut-off		February 18, 2005 or 110 days after CCR whichever is later	January 20, 2005
Dispositive motion cut-off		March 11, 2005 or 120 days after CCR whichever is later	February 11, 2005
Dispositive motion hearing date		April 19, 2005 or 155 days after CCR whichever is later	To be set by court
File motions in limine		May 3, 2005 or 170 days after CCR whichever is later	March 11, 2005
File oppositions to motions in limine		May 17, 2005 or 184 days after CCR whichever is later	March 25, 2005
File Joint Proposed Final Pre-trial Order		May 31, 2005 or 198 days after CCR whichever is later	April 8, 2005
Pre-trial Conference		June 10, 2005 or 208 days after CCR whichever is later	April 19, 2005
Trial Date		Approximately June 20, 2005 or 220 days after CCR whichever is later ⁷	May 2, 2005

⁷ Synopsys' Statement: Synopsys tentatively proposes a trial date 220 days after the Court's claim construction ruling. However, Synopsys' lead trial counsel currently has trial set to begin on May 24, 2005, which may conflict with that date.

Ricoh's Statement: Ricoh will be prepared to try the case immediately after the pre-trial conference.

CLAIM CONSTRUCTION HEARING**11. Hearing date:**

The parties propose that a Claim Construction Prehearing Conference be held on a date to be set by the Court prior to the Claim Construction Hearing. Ricoh proposes that the Claim Construction Hearing be held before the Court in late September or early October 2004 (if the Court's schedule permits).⁸ Synopsys proposes that the Claim Construction Hearing be held in early October 2004, but not before October 1, 2004.

12. Tutorial:

The parties believe that it would be helpful to present tutorial information about the technology underlying the case one week in advance of the Claim Construction Hearing. Assuming that the tutorial and Claim Construction Hearing is combined with the *Ricoh v. Aeroflex* action, Ricoh submits that each side (Ricoh on the one hand, and Synopsys and the ASIC defendants on the other hand) should have 90 minutes to present their tutorial. Ricoh believes that the identify of each side's "tutor" and a summary of the tutor's expected presentations should be made 14 days in advance of the tutorial.

13. Live Testimony:

Synopsys believes that the total presentation (testimony and argument) will be approximately six hours total for both patents divided equally between Synopsys and Ricoh. Ricoh believes that the Claim Construction Hearing should be consolidated with the hearing in the *Ricoh v. Aeroflex* action, and that Ricoh should be allocated three hours, and Synopsys and the ASIC defendants be allocated three hours.

All parties agree to reserve the right to use live testimony at the Claim Construction Hearing. Ricoh believes that the identify of the experts who may be called and a summary of their expected testimony should be made 14 days in advance of the Claim Construction Hearing.

⁸ The parties would appreciate it if the hearing was not scheduled on or adjacent to the Jewish High Holy Days (September 15-17, 23-24). In addition, Ricoh's lead counsel is unavailable from October 7-11, 2004.

1 **14. Order of Presentation:**

2 **a. Synopsys' Position.**

3 Synopsys, as the plaintiff in this action, believes that it should present its arguments and
4 testimony regarding the proper construction of the '432 and '016 patent claims first at the Claim
5 Construction Hearing.

6 **b. Ricoh's Position.**

7 With respect to issues of claim construction, since Ricoh is the owner of these patents, Ricoh
8 believes that it should go first with respect to both the '432 and '016 patents at the Claim Construction
9 Hearing. Ricoh has made no assertions against Synopsys or Synopsys' customers as to the '016 patent.
10 Consequently, Synopsys should present and bear the burden of proving non-infringement as to the '016
11 patent.

12 **TRIAL**

13 **15. The parties request a trial date as follows:**

14 **a. Synopsys' Position.**

15 June 20, 2005, or 220 days after the date of the Court's claim construction ruling whichever is
16 later. Again, Synopsys tentatively proposes a trial date 220 days after the Court's claim construction
17 ruling. However, Synopsys' lead trial counsel currently has trial set to begin on May 24, 2005.

18 **b. Ricoh's Position.**

19 Ricoh has proposed that trial begin on May 2, 2005. Since counsel for Synopsys and the ASIC
20 defendants has indicated that she has a trial scheduled to begin on May 24, 2005, which may conflict
21 with their proposed trial date of June 20, 2005, the May 2 date would avoid that conflict. In addition,
22 Ricoh is willing to accelerate this schedule so this case is tried in April of 2005 to further
23 accommodate counsel for Synopsys and the ASIC defendants.

1 **16. The parties expect that the trial will last for the following number of days:**

2 **a. Synopsys' Position.**

3 In the event that the *Ricoh Company, Ltd. v. Aeroflex, Inc, et al.*, matter is stayed, Synopsys
4 proposes eight trial days for the declaratory judgment action. If Synopsys' declaratory judgment
5 action is tried with the liability phase of the Ricoh v. Aeroflex action, Synopsys and its customer
6 defendants believe that 10 to 12 days will be required. If all issues in both cases, including damages in
7 the *Ricoh Company, Ltd. v. Aeroflex, Inc, et al.*, matter are tried at once, Synopsys estimates that four
8 weeks of trial will be required.

9 **b. Ricoh's Position.**

10 Ricoh proposes eight trial days for the declaratory judgment action. If this action is
11 consolidated with the *Ricoh v. Aeroflex et al* action, then Ricoh proposes a total of 12 trial days for the
12 consolidated actions.

13
14 Dated: April 26, 2004

HOWREY SIMON ARNOLD & WHITE, LLP

15
16 By: /s/ Erik K. Moller
17 Erik K. Moller
18 Attorneys for Synopsys, Inc.

19 Dated: April 26, 2004

DICKSTEIN SHAPIRO MORIN & OSHINSKY

20
21 By: Gary M. Hoffman
22 Gary M. Hoffman
23 Attorneys for Ricoh Company, Ltd.
24
25
26
27
28

CASE MANAGEMENT ORDER

The Case Management Statement and Proposed Order is hereby adopted by the Court as the Case Management Order for the case and the parties are ordered to comply with this order. In addition the Court orders:

Dated: _____

HON. MARTIN J. JENKINS

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JOINT CASE MANAGEMENT CONFERENCE STATEMENT AND PROPOSED ORDER

Case No. C03-02289 MJJ

1679869 v1; 1007101!.DOC

56

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RICOH COMPANY, LTD.)

Plaintiff,)

v.)

AEROFLEX INCORPORATED, AMI)
SEMICONDUCTOR, INC., MATROX)
ELECTRONIC SYSTEMS LTD.,)
MATROX GRAPHICS INC., MATROX)
INTERNATIONAL CORP. and)
MATROX TECH, INC.)

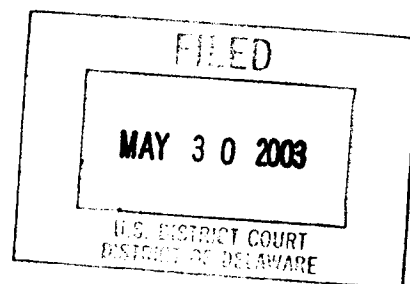
Defendants.)

C.A. No.03-103-GMS

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MAY 30 2003

Robert W. Whetzel



SCHEDULING ORDER

This 30th day of May 2003, the Court having conducted an initial Rule 16 scheduling and planning conference pursuant to Local Rule 16.2(b) on May 16, 2003, and the parties having determined after discussion that the matter cannot be resolved at this juncture by settlement, voluntary mediation or binding arbitration;

IT IS ORDERED that:

1. **Rule 26(a) Initial Disclosures.** Unless otherwise agreed to by the parties, they shall make their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a) on or before May 30, 2003.
2. **Joinder of other Parties and Amendment of Pleadings.** All motions to join other parties and amend the pleadings shall be filed on or before July 30, 2003.
3. **Reliance Upon Advice of Counsel.** Defendants shall inform plaintiff whether they intend to rely upon advice of counsel as a defense to willful infringement no later than

December 9, 2003. If defendants elect to rely on advice of counsel as a defense to willful infringement, defendants shall produce any such opinions on which defendants intend to rely to plaintiff no later than December 19, 2003.

4. **Markman Claim Construction Hearing.** A *Markman* claim construction hearing shall be held on March 2, 2004 at 9:30 a.m. The *Markman* hearing is scheduled for a total of not more than 1 day. The parties shall meet and confer regarding narrowing and reducing the number of claim construction issues no later than January 5, 2004 and shall exchange initial claim charts no later than January 12, 2004. On or before January 20, 2004, the parties shall submit a final joint claim chart which shall include citations to intrinsic evidence. The parties shall exchange opening claim construction briefs on January 23, 2004, and the answering claim construction briefs on February 6, 2004.

5. **Discovery.** All fact discovery in this case shall be initiated so that it will be completed on or before January 9, 2004. Opening expert reports shall be exchanged on March 22, 2004 and rebuttal expert reports shall be exchanged on April 23, 2004. Expert Discovery in this case shall be initiated so that it will be completed on or before June 23, 2004. The total time allowed for depositions shall be 240 hours per side, excluding expert discovery, unless extended by agreement of the parties.

a. **Discovery Disputes.** Should counsel find they are unable to resolve a discovery dispute, the party seeking the relief shall contact chambers at (302) 573-6470 to schedule a telephone conference. Not less than forty-eight hours prior to the conference, by hand delivery or facsimile at (302) 573-6472, the party seeking relief shall file with the Court a letter agenda not to exceed two (2) pages outlining the issues in dispute. Should the Court find further

briefing necessary upon conclusion of the telephone conference, the Court shall order the party seeking relief to file with the Court a **TWO PAGE LETTER**, exclusive of exhibits, describing the issues in contention. The responding party shall file within five (5) days from the date of service of the opening letter an answering letter of no more than **TWO PAGES**. The party seeking relief may then file a reply letter of no more than **TWO PAGES** within three (3) days from the date of service of the answering letter.

6. **Confidential Information and Papers filed under Seal.** Should counsel find it will be necessary to apply to the Court for a protective order specifying terms and conditions for the disclosure of confidential information, they should confer and attempt to reach an agreement on a proposed form of order and submit it to the Court within 10 days from the date of this order. When filing papers under seal, counsel should deliver to the Clerk an original and two copies of the papers.

If after making a diligent effort the parties are unable to agree on the contents of the joint proposed protective order, then they shall follow the dispute resolution process outlined in paragraph 5(a).

7. **Settlement Conference.** Pursuant to 28 U. S.C. §636, this matter is referred to the United States Magistrate for the purpose of exploring the possibility of a settlement. If the parties agree that the possibility of settlement may be enhanced by such referral, the parties shall contact Magistrate Judge Thyng to schedule a settlement conference with counsel and clients.

8. **Summary Judgment Motions.** Prior to filing any summary judgment motion, the parties must submit letter briefs seeking permission to file the motion. The opening letter brief shall be no longer than five (5) pages and shall be filed with the Court no later than

February 12, 2004. Answering letter briefs shall be no longer than five (5) pages and filed with the Court no later than February 27, 2004. Reply letter briefs shall be no longer than three (3) pages and filed with the Court on or before March 8, 2004. The Court shall hold a status conference to hear argument and to determine whether the filing of any motion will be permitted on March 23, 2004 at 11:00 a.m. **Unless the Court directs otherwise, no letter requests to file a motion for summary judgment may be filed at a time before the dates set forth in paragraph 8.**

9. **Case Dispositive Motions.** Should the Court permit the filing of summary judgment motions an opening brief and affidavits, if any, in support of the motion shall be served and filed on or before April 2, 2004. Parties must submit an original and two (2) copies. Briefing will be presented pursuant to the Court's Local Rules, unless the parties agree to an alternative briefing schedule. Any such agreement shall be in writing and filed with the Court for approval.

10. **Applications by Motion.** Except as provided in this Order or for matters relating to scheduling, any application to the Court shall be by written -motion filed with the Clerk. Unless otherwise requested by the Court, counsel shall not deliver copies of papers or correspondence to Chambers. Any non-dispositive motion should contain the statement required by Local Rule 7.1.1.

11. **Oral Argument.** If the Court believes that oral argument is necessary, the Court will schedule a hearing Pursuant to Local Rule 7.1.4.

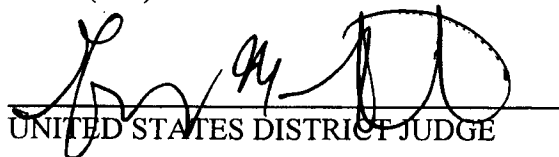
12. **Status/Daubert Conference.** On or before June 30, 2004, the parties shall meet and confer on any Daubert issues and motion in limine issues that any party wants to raise. On or before July 2, 2004, the parties shall submit a joint agenda identifying any Daubert issues that the

parties intend to raise. The Court will hold a telephone conference on July 7, 2004 at 11:00 a.m. to discuss Daubert issues identified in the joint agenda.

13. **Pretrial Conference.** On September 13, 2004, the Court will hold a Pretrial Conference in Chambers with counsel beginning at 9:30 a.m. Unless otherwise ordered by the Court, the parties should assume that filing the pretrial order satisfies the pretrial disclosure requirement in Federal Rule of Civil Procedure 26(a)(3). Thirty (30) days before the joint proposed pretrial order is due, plaintiff's counsel shall forward to defendants' counsel a draft of the pretrial order containing the information plaintiff proposes to include in the draft. Defendants' counsel shall, in turn, provide to plaintiff's counsel any comments on the plaintiff's draft as well as the information defendants propose to include in the proposed pretrial order. *Motions in limine:* No party shall file more than ten (10) motions in limine. Briefs (opening, answering and reply) on all motions *in limine* shall be filed by August 6, 2004. Opening and answering briefs shall not exceed five (5) pages and reply briefs shall not exceed three (3) pages. The parties shall file with the Court the joint proposed final pretrial order with the information required by the form of Final Pretrial Order which accompanies this Scheduling Order on or before August 16, 2004.

14. **Trial.** This matter is scheduled for a seven day jury trial beginning at 9:00 a.m. on October 12, 2004.

15. **Scheduling.** The parties shall direct any requests or questions regarding the scheduling and management of this matter to Chambers at (302) 573-6470.


UNITED STATES DISTRICT JUDGE

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Attorneys for Ricoh Company, Ltd.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

RICOH COMPANY, LTD.,

Plaintiff,

vs.

AEROFLEX INCORPORATED, et al.,

Defendants

SYNOPSYS, INC.,

Plaintiff,

vs.

RICOH COMPANY, LTD.,

Defendant.

CASE NO. C-03-2289-MJJ (EMC)
CASE NO. C-03-4669-MJJ (EMC)

DISCOVERY MATTER

**RICOH'S DISCOVERY PLAN SUBMITTED
 PURSUANT TO COURT ORDER OF
 MARCH 25, 2004**

Date: None
Time: None
Courtroom:
Judge: Magistrate Judge Chen

1 Pursuant to Magistrate Judge Chen's Order of March 25, 2004, plaintiff and counter-
2 defendant Ricoh Company Ltd. ("Rico") hereby submits its discovery plan. Although the parties have
3 been able to resolve many of their differences, at 12:54 pm today, counsel for defendants Aeroflex et al.
4 (the "ASIC defendants") and declaratory judgment plaintiff Synopsys ("Synopsys") advised counsel for
5 Ricoh that they would not agree to a joint submission, and refused to send the final version of their
6 proposed plan to Ricoh for review and comment.

7 During the March 24 hearing, the Court instructed the parties to

8 work out a schedule. I know that there are some preliminary issues –
9 sounds like with respect to scope and designees – but I would like you all
10 to work out, at least a schedule, for resolution or not. If you cannot get it
11 resolved by meet-and-confer, you can submit it to me.

12 3/24/2004 Tr. at 84.

13 In response to counsel's question of whether the plan should include "a framework for when
14 documents are going to be produced, and blocks of weeks, in which witnesses are going to be made
15 available for deposition, on certain topics," the Court said, "Yes, that is what I was thinking of." (*Id.* at
16 85.) The Court continued:

17 In 30 days, I would expect an agreed upon plan, of both resolution of any
18 issues that are currently outstanding with respect to these depositions, and
19 the actual sort of discovery plan – at least by category if not by witnesses,
20 et cetera – some benchmark in terms of time, so we can see how we are
21 doing. *At that point, if you cannot resolve it, again in that letter, tell me
22 what is at issue, briefly, and then maybe we can talk on the phone and see
23 what we need to do to facilitate that.*

24 (*Id.* at 87, emphasis added.) Unfortunately, counsel for the ASIC defendants and Synopsys refused to
25 meet and confer with respect to many of the discovery "issues that are currently outstanding" or to
26 include in a joint discovery plan a list of the discovery issues where the parties are at an impasse.

27 Last year, Synopsys threatened Ricoh that, if Ricoh continued to press its patent claims
28 against the ASIC defendants, Synopsys would order its counsel (who also represent the ASIC
defendants) to fight on every issue and make the litigation as expensive as possible. Synopsys
specifically stated that it would not produce evidence until ordered to do so by the Court. It appears that
Synopsys is substantially following through on that threat.

In this submission, Ricoh attempts to set forth its understanding of the parties' agreements

1 and disagreements up to the point that the ASIC defendants and Synopsys broke off negotiations. Ricoh
2 is prepared to participate in a telephone hearing with the Court at any time to address the issues where
3 the parties are at an impasse.

4 **A. Production of Documents**

5 **1. Production of documents by April 30**

6 The parties agree in principle that all non-privileged documents (other than e-mails) required
7 to be produced pursuant to Rule 26(a) or responsive to document requests should be produced by no
8 later than April 30, 2004.

9 There are no disputed issues with respect to the scope of Ricoh's document production.

10 The parties are at an impasse, however, on the refusal of the ASIC defendants and Synopsys to
11 produce several categories of documents requested by Ricoh.¹ These unresolved issues are the
12 exceptions that swallow the rule of the foregoing "agreement" that all documents be produced by April
13 30. These documents generally fall into the following categories, each of which have been the subject
14 of numerous letters and meet and confer sessions:

15 (1) Documents in the possession of ASIC defendants Matrox Graphics and Matrox
16 Electronics relating to the design and manufacture of ASICs. These defendants contend that they should
17 not be obligated to produce such documents unless and until the Court denies their Rule 12(c) motion
18 for judgment on the pleadings. Ricoh contends that such stalling makes no sense because the actions of
19 those defendants are inextricably intertwined with the actions of their U.S. subsidiaries, and because the
20 Court has already granted Ricoh leave to file its amended complaint, so even if the motion is granted,
21 those defendants will not be dismissed and production of the documents will be necessary. Moreover,
22 on April 22, 2004, Judge Jenkins denied the ASIC defendants' Rule 12(c) motion. At a meet and confer
23 on April 23, however, counsel for the ASIC defendants refused to commit to withdraw this objection
24

25
26 ¹ On March 2, 2004, counsel for the ASIC defendants committed to complete their document
27 production by April 2, 2004, with a limited exception of certain documents from AMI. They did not
28 meet this deadline. In addition, they have now changed their position as to what documents they were
committed to produce. For instance, counsel for the ASIC defendants indicated in a letter dated March
19, 2004, that documents responsive to requests 11, 13 and 37 would be produced but now refuse such
production.

1 and produce the relevant and responsive documents that they are withholding.

2 (2) Synopsys and the ASIC defendants have limited the scope of their document production
3 to what they call "Design Compiler products." Ricoh's preliminary infringement contentions
4 specifically name additional Synopsys software products that Ricoh contends the ASIC defendants
5 employ while those defendants practice the process described in the '432 patent. Ricoh contends that
6 Synopsys and the ASIC defendants should provide discovery with respect to all of the products listed in
7 Ricoh's preliminary infringement contentions, but Synopsys and the ASIC defendants have refused.²

8 (3) The ASIC defendants have refused to provide documents with respect to any logic
9 synthesis methods or products other than the Synopsys Design Compiler products. Ricoh contends that
10 it has placed at issue the ASIC defendants' infringement of the '432 patent, regardless of how they
11 actually conduct their infringement.

12 (4) The ASIC defendants have not sufficiently identified the ASICs they have actually
13 designed and manufactured using either Synopsys products or otherwise. Although they contend that
14 they have identified 63 separate ASICs that allegedly were designed and manufactured with Synopsys'
15 Design Compiler products, they have not provided such a list to Ricoh.

16 (5) The ASIC defendants' objections to the discovery requests are unreasonable. For
17 example, they object to the definitions of the terms "ASIC Design," "ASIC Product", and "ASIC
18 Method" as vague, overly broad, unduly burdensome and not reasonably calculated to lead to the
19 discovery of admissible information, and incorporate the objection by reference into every response they
20 make. However, counsel for all parties had agreed that the terms "ASIC Design," "ASIC Product", and
21 "ASIC Method" were limited to methods and products made by a process involving computer assisted
22 design with logic synthesis. The ASIC defendants have said that their production of documents are
23 "subject to" these objections, without disclosing whether they are actually withholding documents based
24 upon these and other objections.

25 (6) The parties cannot agree on when discovery with respect to sales and damages should
26

27 ² Synopsys has made similar objections and limitations in its interrogatory responses. Ricoh believes
28 that the resolution of this issue as it relates to the document production should be equally applicable to
the interrogatory responses.

1 commence. Judge Jenkins instructed the parties to focus first on claim construction issues. Ricoh has
2 proposed that the defendants produce the requested sales and financial documents within 10 days of the
3 completion of the claim construction hearing (which likely will be in September or October 2004). The
4 ASIC defendants refused this request and also refused to identify an alternative date, instead favoring an
5 indefinite postponement.

6 (7) Aeroflex has produced a number of CD's that Ricoh cannot read or access.

7 **2. Production of Synopsys' source code**

8 The parties have agreed that some of Synopsys' source code will be produced on May 10,
9 2004. However, Synopsys has refused to produce the source code for all of the products listed in
10 Ricoh's preliminary infringement contentions and alleged by Ricoh as being employed by the ASIC
11 defendants in carrying out the infringing process.

12 **3. Production of documents pursuant to Rule 33(d)**

13 The parties are at an impasse with respect to the ASIC defendants' production of documents
14 pursuant to Fed. R. Civ. P. 33(d). On May 30, 2003, Ricoh served 10 interrogatories upon the ASIC
15 defendants. In response, the ASIC defendants objected but often generally promised to produce
16 documents pursuant to Rule 33(d). However, none of the ASIC defendants specifically identified those
17 documents by either title or bates number, and Ricoh believes that in most instances no responsive
18 documents have been produced.

19 **4. Production of emails**

20 The parties agree that production of e-mails should be completed by no later than May 31,
21 2004. Ricoh notes that Synopsys and the ASIC defendants have imposed the same limitations on emails
22 as identified in Section A(1), categories 1-5, above.

23 **5. Production of privilege logs**

24 The parties are at an impasse with respect to the date for production of privilege logs. Ricoh
25 proposes that privilege logs be exchanged by June 7, 2004, *e.g.*, within seven days of the completion of
26 document production. Synopsys and the ASIC defendants propose that privilege logs be exchanged on
27 May 7, 2004, before document production is completed.
28

1 The parties are also at an impasse with respect to Ricoh's proposal that communications
2 between Ricoh and its trial counsel not be logged. Ricoh believes that there is no purpose in providing a
3 log of those communications, which relate both to Ricoh's pre-filing investigation as well as its
4 preparation and filing of the complaint. Synopsys and the ASIC defendants insist that all pre-filing
5 communications between Ricoh and its trial counsel be logged.

6 **6. Resolution of document discovery issues**

7 The parties cannot agree on a schedule or a process for resolving their document discovery
8 disputes. Ricoh proposes that, consistent with Magistrate Judge Chen's directives, the parties work
9 together, with the Court's assistance as appropriate, to resolve all objections with respect to documents
10 that the parties are seeking pursuant to the currently outstanding discovery requests, by no later than
11 May 15, 2004, and produce by June 7 all documents that have been the subject of objections but that
12 have not specifically been ordered by the Court not to be produced. Synopsys and the ASIC defendants
13 declined to accept this process, but have not proposed an alternative.

14 **B. Responses to Requests for Admission**

15 Ricoh has responded to all outstanding requests for admissions, and Ricoh is not aware of
16 any outstanding issues with respect to its responses. The parties are at an impasse, however, with
17 respect to the ASIC defendants' responses. For example:

18 (1) The ASIC defendants have objected to and limited their responses to many of the
19 requests. Some of the requests include objections over issues that that have been resolved. For
20 example, requests 9-19 related to whether the defendants performs certain actions relating to chip
21 design. The ASIC defendants have objected to the term "ASIC method as being incomprehensible...so
22 broad as to be meaningless" in the objections to these requests. This objection is made even though the
23 parties had previously come to an understanding regarding certain terms, including the term "ASIC
24 method."

25 (2) The ASIC defendants have objected to Requests 9-19 as calling for a claim interpretation
26 and a question of law, when in fact it calls for a question of fact. For example, Request No. 17 seeks an
27 admission of whether the "Defendant performs an ASIC Method that includes generating from a netlist
28 mask data required to produce an integrated circuit having a desired function." No substantive

1 responses have been provided.

2 (3) Some of the Matrox defendants should amend their responses to Request No. 20, which
3 asks whether "The Court has personal jurisdiction over defendant." Matrox Tech has denied that the
4 court (at the time of the response, a Delaware District Court presided over this case) had personal
5 jurisdiction. However by their own admission, Matrox Tech is a company organized under the laws of
6 Delaware. All defendants acceded the personal jurisdiction of this Court as part of the desire to have
7 this case transferred from Delaware to California. Therefore, if true, the Matrox defendants should
8 supplement their response to Request 20.

9 **C. Rule 30(b)(6) depositions**

10 **1. Rule 30(b)(6) discovery of Ricoh**

11 There are no outstanding issues with respect to Ricoh's Rule 30(b)(6) witnesses. Ricoh has
12 responded to every Rule 30(b)(6) deposition notice from either Synopsys or the ASIC defendants. On
13 July 15, 2003, Ricoh produced a corporate witness in response to the ASIC defendants' Rule 30(b)(6)
14 notice. In response to another notice, additional corporate designees are to be deposed during the last
15 week of May 2004 in Japan.

16 **2. Ricoh's Rule 30(b)(6) notices to the ASIC Defendants**

17 The parties are at an impasse with respect to scheduling and taking the corporate depositions
18 of the ASIC defendants pursuant to Ricoh's September 25, 2003 Rule 30(b)(6) notices. The ASIC
19 defendants have stated that they may produce twenty (20) or more different corporate designees in
20 response to Ricoh's long-pending Rule 30(b)(6) notices. Ricoh has requested that those depositions be
21 completed by September, so follow-up individual depositions may be completed in time for the expert
22 reports, which all parties have agreed should be exchanged in November and December 2004.

23 **a. Option 1: Identify all witnesses by May 14, 2004**

24 During the hearing on March 24, this Court instructed the parties to identify actual deposition
25 dates "at least by category if not by witness." The burden is on the ASIC defendants to identify those
26 dates. Defendants have refused to do so.

27 In particular, on September 25, 2003, Ricoh served identical Rule 30(b)(6) notices upon each
28 of the ASIC defendants as parties in the *Ricoh v. Aeroflex* litigation. As of April 23, 2004, *none* of the

1 ASIC defendants have proffered *any* dates for *any* of the 30(b)(6) topics.³ Attached as Exhibit 1 is a list
2 of the topics and the status on each topic.

3 Ricoh proposes that the ASIC defendants identify by May 14 the names of all corporate
4 witnesses, and that the parties cooperate in scheduling the depositions of those witnesses starting in July,
5 after the document production has been accomplished, with completion of the depositions in September.
6 Requiring the ASIC defendants to identify witnesses, topics and deposition dates is consistent with this
7 Court's instructions during the March 24 hearing and this Court's Standing Order, and is the most
8 effective way to schedule and complete these corporate depositions.

9 **b. Option 2: Identify nine witnesses by May 14, and the rest on a rolling**
10 **basis.**

11 Alternatively, the parties discussed a process by which the ASIC defendants would identify a
12 large number of their corporate designees in May, and provide additional deposition dates n a rolling
13 basis. On April 19 the ASIC defendants proposed in a draft discovery plan that "AMI and Aeroflex are
14 to provide identification and proposed dates for a first set of approximately two to four witnesses a piece
15 by May 14." The Matrox defendants would identify its witnesses by May 31. Counsel for the parties
16 discussed this proposal in some detail at a meet and confer on April 21, but negotiations abruptly ceased
17 when Ricoh proposed changing the "two to four witnesses" per party to the three witnesses per party.
18 Ricoh pointed out that there was likely insufficient time to complete the depositions by September if
19 only six corporate deposition days were identified at a time, as the second round of six would not be
20 completed until August and the third not until October.

21 The ASIC defendants' proposal unreasonably limits the number of witnesses they will
22 identify for corporate depositions at any given time. Their proposal indicates that the identification of
23 an the first few witnesses will be made, and only after the first set of deposition are underway will any
24 additional witnesses (or deposition days of the same designees by proposed, which may not occur until
25 40 days later. This pace is not sufficient, as the ASIC defendants have predicted that there will be more

26
27 ³ On February 3, 2004, ASIC defendants Matrox Tech and Matrox International produced a corporate
28 designee for deposition on topics limited to those parties' since-withdrawn motion for summary
judgment, but that deposition was *not* on any of the topics in Ricoh's September 25, 2003 Rule 30(b)(6)
deposition notices.

1 than 20 individuals deposed, some for multiple days. It must be remembered that these witnesses are
2 corporate designees, with provides the ASIC defendants with considerable latitude who to designate and
3 on what topics. There is no undue burden in requiring the ASIC defendants to identify their corporate
4 designees many months after the notices have been served.

5 If, however, the Court is prepared to entertain a variation of this proposal, following is
6 Ricoh's proposal. Ricoh understands that, with the exception of the initial number of witnesses, the
7 ASIC defendants and Synopsys do not object to the following process:

8 (1) For purposes of this scheduling, the ASIC defendants are divided into three groups:
9 AMI; Aeroflex and its subsidiary, Aeroflex Colorado Springs, Inc. (collectively "Aeroflex"); and
10 Matrox Graphics, Matrox Electronic Systems, Matrox International and Matrox Tech (collectively
11 "Matrox").

12 (2) By no later than May 14, AMI, Aeroflex and Matrox will each identify deponents and
13 topics for three deposition days each (e.g., a total of nine deposition dates). These initial deposition
14 dates shall be no more than 45 days in the future (e.g., by June 30), and initially shall be focused upon
15 threshold topics, such as corporate organization, identification and collection of documents, and
16 identification of persons with knowledge. The next topics shall relate to the infringement claims and
17 affirmative defenses. The final topics to be offered shall relate to the issues of marketing, sales and
18 damages.

19 (3) Within ten (10) days of the completion of a deposition day, the party who was being
20 deposed (e.g., AMI, Aeroflex or Matrox) shall identify another corporate designee, topic(s) and
21 deposition date no more than 30 days in the future (e.g., no later than a total of 40 days after the
22 completion of the prior deposition day).

23 (4) If the initial proposed deposition date is not acceptable, the parties shall work together in
24 good faith for an alternative date within the same time frame. The parties shall work together to
25 complete the ASIC defendant Rule 30(b)(6) depositions by September 2004.

26 (5) The parties will also work together to resolve or present before Magistrate Judge Chen
27 any disputes regarding the scope of these particular depositions so that they can be quickly and
28 efficiently resolved.

D. Fact Depositions

In addition to taking Rule 30(b)(6) depositions, Synopsys and the ASIC defendants have already taken three other depositions (Dr. James Davis, Brian Bershader, and Dr. Tom Rhyne); have another deposition set on April 23, 2004 (of Mr. Yamada); and have four others in Japan during the last week of May 2004 (Dr. Kobayashi, Dr. Nakayama, Mr. Takada and Mr. Oka), some of whom are corporate designees of Ricoh.

Ricoh proposes that the parties cooperate in scheduling other fact depositions starting in July (after document production is completed) to the end of fact discovery at locations that are convenient for the witnesses and mutually agreeable to the parties. Although Synopsys and the ASIC defendants have not requested any other depositions of Ricoh employees, to the extent that they are able to provide advance notice of at least 90 days, Ricoh will inquire whether it is possible to schedule the depositions in the United States and, if so, will reasonably cooperate in the scheduling of those deponents.

E. Total Deposition Time

With respect to the number of hours for deposition, in Delaware, counsel for all of the parties agreed that each side would have 240 hours of deposition testimony from fact witnesses. Ricoh believes that such a modification of the Federal Rules of Civil Procedure is useful here, and there is no reason to deviate from this prior agreement of counsel. There is no question that additional deposition time needed. Since this agreement was established, the ASIC defendants have identified over thirty (30) people who have relevant factual information in their initial disclosure; another party has been added (Aeroflex Colorado Springs, Inc.); and the ASIC defendants have indicated that they may produce as many as twenty (20) corporate witnesses in response to Ricoh's Rule 30(b)(6) deposition notice to each defendant. Despite the additional party and many witnesses, Ricoh is willing to abide by the prior agreement of counsel.

1
2 Dated: April 23, 2004

Respectfully submitted,

3 Ricoh Company, Ltd.

4
5 By: Kenneth W. Brothers

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7 Kenneth W. Brothers
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20 Attorneys for Ricoh Company, Ltd.
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EXHIBIT 1**30(b)(6) Deposition Notices to ASIC Defendants**

Note: On September 25, 2003, Ricoh served substantially identical deposition notices upon each of the ASIC defendants. As of April 23, 2004, no witnesses have been offered for deposition, and only AMI and Aeroflex have responded to the notices. This Exhibit identifies each topic and summarizes the responses of each ASIC defendant. For the purposes of this review, Ricoh has not recited the objections by AMI or Aeroflex that impermissibly purport to limit the scope of the deposition notice.

1. The organizational structure of [defendant], including, but not limited to those groups, divisions, teams and other organizations having any involvement in [defendant]'s ASIC Method at any time, and the identity of all individuals who can testify about such organization.

Status of Aeroflex:	Have agreed to produce a witness, but has not identified who the witness is or the date of the deposition.
Status of AMI:	Have agreed to produce a witness, but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

2. The identification of any business entity that designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant], any ASIC Product.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Rico objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Rico objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

3. The identification of any business entity that uses the ASIC Method to design or otherwise make ASIC Products that are designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant], including, but not limited to, the date(s) such steps or other

activity occurred, and, where such step or activity is not performed by [defendant], the person or entity performing such step or activity.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

4. The identification of each individual (including their full name, address, telephone number, job title and description, and employer) involved in any way (including but not limited to managerial responsibility) in research and development, design, manufacturing, testing, sales or marketing of, or in the decision to design, develop, or manufacture any ASIC Products designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant], and identification of the individual's activity concerning such involvement.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

5. The identification of each individual (including their full name, address, telephone number, job title and description, and employer) who participated in any way in performing an ASIC Method for any ASIC Product designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant]; identification of the ASIC Products for which such ASIC Method was performed; and identification of the acts of each individual that contributed to performing the ASIC Method.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh
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	objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

6. Any relationship, including, but not limited to, any contractual, business, or financial relationship, between Synopsys and [defendant].

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

7. Any product, including, but not limited to any software or ASIC Design System product, Synopsys sold, licensed, leased, lent, gave, or otherwise (directly or indirectly) provided to [defendant].

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

8. Any agreement or other arrangement granting rights in or otherwise concerning ASIC Design Systems and/or use thereof from Synopsys to [defendant] (or from [defendant] to Synopsys),

including but not limited to contracts, licenses, purchase agreements, indemnification agreements, and hold-harmless agreements/covenants not to sue.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

9. Any product designed or otherwise made by [defendant], using any ASIC Design System, including, but not limited to, products designed or made using Design Compiler (or any product that includes Design Compiler).

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

10. The identification of any ASIC Design System including, but not limited to, the manufacturer, product name, and version, used by [defendant] to design or otherwise make any product.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.

Status of Matrox Tech:	Has not agreed to offer a witness.
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11. The identification of any software library, cell library, and database used by [defendant] with any ASIC Design System, including, but not limited to, Design Compiler.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

12. The user interface to any ASIC Design System for designing, making or using ASIC Products, including, but not limited to, the user interface for designing, making or using products designed or made using Design Compiler (or any product that includes Design Compiler), and the forms and methods of user input used by or on behalf of [defendant] (whether such input is Verilog, VHDL, HDL, or any other form of input).

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

13. The output or netlist (and use thereof) of ASIC Design Systems used by or on behalf of [defendant] to fabricate any product designed or otherwise made, using any ASIC Design System, including, but not limited to, the output or netlist used to fabricate any ASIC Products designed or otherwise made using Design Compiler (or any product that includes Design Compiler).

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh

	objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

14. The identification of the steps or other activities making up the ASIC Method used to design or otherwise make ASIC Products that are designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant], including, but not limited to, the date(s) such steps or other activity occurred, and, where such step or activity is not performed by [defendant], the person or entity performing such step or activity. Such steps or other activities include, but are not limited to, the use of ASIC Design Systems in: defining a library of available hardware cells; selecting hardware cells based on input specifications; and generating an output or netlist of hardware cells needed to achieve the intended function of an ASIC Product.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

15. Any ASIC Product designed, manufactured, sold, offered for sale, imported, or distributed by or on behalf of [defendant], including, but not limited to the identification for each ASIC Product, any and all order numbers, product numbers, trade names, trade designations, trademarks, common names, model numbers, version numbers, internal code or project names, catalog numbers, and any other designations used by [defendant] (whether or not known to third parties) in connection with that product, including whether the manufacture, offer for sale, or importation of that product is presently continuing, and if not, the date of termination thereof.

Status of Aeroflex:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of AMI:	Agreed to produce a witness for a limited part of this topic (Ricoh objects to this limitation) but has not identified who the witness is or the date of the deposition.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.

Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

16. The use by [defendant] of Build Gates, Build Gates Extreme (i.e., "BGE"), Physically knowledgeable synthesis (i.e., "PKS"), Ambit Synthesis, SoC ENCOUNTER and/or any other product of Cadence Design Systems, Inc., including any license and/or use thereof by [defendant].

Status of Aeroflex:	Will not produce a witness.
Status of AMI:	Will not produce a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

17. The cost savings (actual or potential) by [defendant] as a consequence of licensing or using Build Gates, Build Gates Extreme (i.e., "BGE"), Physically knowledgeable synthesis (i.e., "PKS"), Ambit Synthesis, SoC ENCOUNTER and/or any other product of Cadence Design Systems, Inc.

Status of Aeroflex:	Will not produce a witness.
Status of AMI:	Will not produce a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

18. The marketing of any product designed, sold, or otherwise made by [defendant] using any ASIC Design System including, but not limited to, any Synopsys ASIC Design System.

Status of Aeroflex:	Will not produce a witness.
Status of AMI:	Will not produce a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

19. The identification of each individual (including their full name, address, telephone number, job title and description, and employer) who participated in any way in [defendant]'s marketing activities, including but not limited to market research, product testing, business planning, sales, advertising, and production for each [defendant] product.

Status of Aeroflex:	Will not produce a witness.
Status of AMI:	Will not produce a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

20. The cost savings (actual or potential) as a consequence of licensing or using Design Compiler and/or any other product of Synopsys Inc.

Status of Aeroflex:	Will defer the production of a witness.
Status of AMI:	Will defer the production of a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

21. The annual dollar and unit volume of sales and/or sales projections in (a) the United States and (b) elsewhere, by [defendant] of each of [defendant]'s ASIC Products.

Status of Aeroflex:	Will defer the production of a witness.
Status of AMI:	Will defer the production of a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

22. The annual gross profits (gross receipts less cost of goods sold before allowance for operating expenses and taxes) and net profit (gross profit less other cost items) from sales in (a) the United States and (b) elsewhere, by [defendant] of [defendant]'s ASIC Products, including how [defendant] defines each item of cost deducted from gross revenue to calculate gross and net profits.

Status of Aeroflex:	Will defer the production of a witness.
Status of AMI:	Will defer the production of a witness.
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.

Status of Matrox Tech:	Has not agreed to offer a witness.
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23. The sales by [defendant] of each ASIC Product produced by an ASIC Method.

Status of Aeroflex:	Will defer the production of a witness.
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Status of AMI:	Will defer the production of a witness.
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Status of Matrox Graphics:	Has not agreed to offer a witness.
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Status of Matrox Electronics:	Has not agreed to offer a witness.
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Status of Matrix International:	Has not agreed to offer a witness.
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Status of Matrox Tech:	Has not agreed to offer a witness.
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24. All facts related to any infringement or non-infringement of the patent-in-suit.

Status of Aeroflex:	Will provide discovery on its non-infringement contentions at an appropriate time in accordance with a schedule set by the court.
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Status of AMI:	Will provide discovery on its non-infringement contentions at an appropriate time in accordance with a schedule set by the court.
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Status of Matrox Graphics:	Has not agreed to offer a witness.
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Status of Matrox Electronics:	Has not agreed to offer a witness.
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Status of Matrix International:	Has not agreed to offer a witness.
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Status of Matrox Tech:	Has not agreed to offer a witness.
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25. All facts related to the validity or invalidity of the patent-in-suit.

Status of Aeroflex:	Will provide discovery on its invalidity contentions at an appropriate time in accordance with a schedule set by the court.
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Status of AMI:	Will provide discovery on its invalidity contentions at an appropriate time in accordance with a schedule set by the court.
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Status of Matrox Graphics:	Has not agreed to offer a witness.
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Status of Matrox Electronics:	Has not agreed to offer a witness.
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Status of Matrix International:	Has not agreed to offer a witness.
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Status of Matrox Tech:	Has not agreed to offer a witness.
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26. All facts related to enforceability of the patent-in-suit, including but not limited to the applicability or non-applicability of the doctrines of laches and equitable estoppel.

Status of Aeroflex:	Will provide discovery on its enforceability contentions at an appropriate time in accordance with a schedule set by the court.
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Status of AMI:	Will provide discovery on its enforceability contentions at an appropriate time in accordance with a schedule set by the court.
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Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

27. The identification of each individual (including their full name, address, telephone number, job title and description, and employer) who participated in any way in any discussions, communications, correspondence, or otherwise with any person from, or any agent representing International Chip Corporation or Knowledge Based Silicon Corporation referring to, relating to, or regarding, directly or indirectly, the patent-in-suit.

Status of Aeroflex:	Is not aware of anyone
Status of AMI:	Is not aware of anyone
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

28. Knowledge by [defendant] of the patent-in-suit prior to January 20, 2003.

Status of all ASIC defendants:	Stated there is no such knowledge
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29. The identification of each individual from [defendant] (including their full name, address, telephone number, job title and description, and employer) who was aware of the patent-in-suit prior to January 20, 2003.

Status of all ASIC defendants:	No response required based on their response to #28.
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30. Any discussions, communications, correspondence, or other contact with any person from, or any agent representing International Chip Corporation or Knowledge Based Silicon Corporation referring to, relating to, or regarding, directly or indirectly, the patent-in-suit.

Status of Aeroflex:	Is not aware of anyone
Status of AMI:	Is not aware of anyone
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix	Has not agreed to offer a witness.

1	International:	
2	Status of Matrox Tech:	Has not agreed to offer a witness.

3 31. Any communications within [defendant] concerning the patent-in-suit.

4	Status of Aeroflex:	Is not aware of any non privileged communications
5	Status of AMI:	Is not aware of any non-privileged communications
6	Status of Matrox Graphics:	Has not agreed to offer a witness.
7	Status of Matrox Electronics:	Has not agreed to offer a witness.
8	Status of Matrix International:	Has not agreed to offer a witness.
9	Status of Matrox Tech:	Has not agreed to offer a witness.

10 32. The identification of all documents concerning all materials presented to any of
11 [defendant]'s personnel having managerial responsibility and all agendas or notes of meetings involving
12 such personnel which refer to, mention or discuss the patent-in-suit or any possible infringement thereof.

13	Status of Aeroflex:	Is not aware of any non-privileged communications
14	Status of AMI:	Is not aware of any non-privileged communications
15	Status of Matrox Graphics:	Has not agreed to offer a witness.
16	Status of Matrox Electronics:	Has not agreed to offer a witness.
17	Status of Matrix International:	Has not agreed to offer a witness.
18	Status of Matrox Tech:	Has not agreed to offer a witness.

19 33. Any communications between [defendant] and any other defendant concerning the
20 patent-in-suit.

21	Status of Aeroflex:	Is not aware of any non-privileged communications
22	Status of AMI:	Is not aware of any non-privileged communications
23	Status of Matrox Graphics:	Has not agreed to offer a witness.
24	Status of Matrox Electronics:	Has not agreed to offer a witness.
25	Status of Matrix International:	Has not agreed to offer a witness.
26	Status of Matrox Tech:	Has not agreed to offer a witness.

27 34. Any communications between [defendant] and Synopsys concerning the patent-in-suit.

28	Status of Aeroflex:	Is not aware of any non-privileged communications
	Status of AMI:	Is not aware of any non-privileged communications
	Status of Matrox Graphics:	Has not agreed to offer a witness.

Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

35. Any communications between [defendant] and any person or entity other than the other defendants and Synopsys concerning the patent-in-suit.

Status of Aeroflex:	Is not aware of any non-privileged communications
Status of AMI:	Is not aware of any non-privileged communications
Status of Matrox Graphics:	Has not agreed to offer a witness.
Status of Matrox Electronics:	Has not agreed to offer a witness.
Status of Matrix International:	Has not agreed to offer a witness.
Status of Matrox Tech:	Has not agreed to offer a witness.

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 Attorneys for Plaintiff SYNOPSYS, INC. and
 Defendants AEROFLEX INCORPORATED, ET AL.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

SYNOPSYS, INC.,	) Case No. C03-02289 MJJ (EMC)
)
Plaintiff,	) Case No. CV 03-04669 MJJ (EMC)
)
vs.	) DISCOVERY MATTER
)
RICOH COMPANY, LTD.,)
Defendant.)

RICOH COMPANY, LTD.,	) SUBMISSION OF AEROFLEX, AMI,
	) MATROX COMPANIES AND SYNOPSYS
Plaintiffs,	) TO MAGISTRATE JUDGE CHEN
	) REGARDING A DISCOVERY PLAN
v.)

AEROFLEX INCORPORATED, AMI)
SEMICONDUCTOR, INC., MATROX)
ELECTRONIC SYSTEMS, LTD., MATROX)
GRAPHICS, INC., MATROX)
INTERNATIONAL CORP., and MATROX)
TECH, INC.,)
)
Defendants.)

Pursuant to instructions from Magistrate Judge Chen during a March 24 hearing, the parties met and conferred on several occasions to try to find common ground on a schedule for discovery. Certain agreements, outlined below, were reached. The parties were, however, unable to agree on the

1 form of a joint submission to the Court. Ricoh insisted, improperly in our view, on inserting
2 complaints about the scope of Defendants' document production efforts and responses to requests for
3 admission into what was supposed to be a joint submission concerning scheduling.

4 Despite the Defendants' repeated argument that the Court was seeking a plan that contained the
5 parties' *agreements* on discovery, Ricoh's proposed "Discovery Plan"¹ is largely a motion to compel
6 on a large number of discovery issues without a proper meet and confer process or briefing. A review
7 of the transcript from the Court's March 24, 2004 hearing relevant to this matter shows that the Court
8 was in fact responding to the Ricoh's lengthy complaint regarding its Rule 30(b)(6) depositions only:

9
10 In 30 days, I would expect an agreed upon plan, of both resolution of any issues
11 that are currently outstanding with respect to these depositions, and the actual sort
of discovery plan - at least by category if not by witnesses, et cetera. - some
benchmark in terms of time, so we can see how we are doing.

12 Hearing Transcript from March 24, 2004, at 87:3-8.

13 This passage followed almost ten pages of discussion regarding the scope of Synopsys' and the
14 Defendants' designation and production of Rule 30(b)(6) deponents. The Court did not order the
15 parties to present what is in fact a motion to compel on the issues of document production,
16 interrogatories, or requests for admissions.

17 The discovery disputes raised by Ricoh in the draft submissions that it has shared with counsel
18 for Defendants raise disputed questions of fact about: i) what scope of discovery from Defendants is
19 proper, and ii) the extent of which Defendants and Synopsys have produced responsive and relevant
20 documents. The parties have been contending over the first question since last summer, and indeed the
21 issues that Ricoh raises were originally presented in August of 2003 to Judge Sleet when this matter
22 was pending in Delaware. The parties have argued at length in correspondence about what limits, if
23 any, the Delaware Court placed on discovery, and what bounds are appropriate for discovery. The
24 factual allegations raised by Ricoh in its draft submission are conclusory and provably false. Because

25 _____
26 ¹ Defendants and Synopsys have seen draft versions of Ricoh's proposed submission, and base these
27 comments on that draft. We are, of course, unable to predict the form of the document that Ricoh will
ultimately submit

1 of the sweeping nature of the allegations made by Ricoh and the complicated procedural history,
2 Defendants intend to present substantial documentary evidence to rebut Ricoh's allegations. This
3 matter is, therefore, not suited for resolution in a telephonic conference and Defendants' request that
4 the Magistrate Judge set Ricoh's motion for full briefing and an in-person hearing.

5 Regarding scheduling of discovery, the parties were able to agree on the following:

6 (1) The parties agreed on an April 30, 2004 date for completion of document
7 production, save for production of e-mails.

8 (2) The parties agreed on the following mechanical procedure for setting
9 depositions. Defendants and Synopsys will designate witnesses and provide proposed dates for
10 deposition on a rolling basis. At any given time, Defendants and Synopsys will make have set
11 dates for some number "N" different witnesses. Within 10 days of completion of a deposition,
12 Defendants and Synopsys will identify proposed dates for an at least one subsequent witness.
13 The dates offered must fall within 40 days of the date of the previously completed deposition.

14 The parties will work cooperatively to stage deposition discovery in the order requested
15 by Ricoh, to the extent possible.

16 (3) The parties agreed that Defendants and Synopsys will attempt to provide
17 advance notification of the depositions of Ricoh personnel that it wishes to conduct and Ricoh
18 will attempt to schedule those depositions within the United States.

19 (4) Defendants and Synopsys agreed to identify a first set of "N" deposition dates
20 by May 15.

21 With respect to the scheduling of discovery, the following points of disagreement remained:

22 (a) With regard to paragraph 2, above, Ricoh contended that an appropriate number
23 for "N" was 9. Defendants and Synopsys contend that this number should be 6.

24 (b) Defendants and Synopsys believe that the privilege logs should be completed
25 by May 7. We do not expect that the Defendants e-mail production is likely to include any
26 privileged communications, but should that be incorrect, we will supplement. We do not
27 believe that preparation of Ricoh's privilege log should be fixed to the date for completion of
28

1 production of any e-mail from the Defendants. Ricoh proposed that the party's exchange
2 privilege logs on a common date, set after production of the Defendants' e-mail.

3 (c) The parties disagreed about a suitable date for completion of production of any
4 relevant and responsive e-mail from Defendants. Defendants and Synopsys proposed May 31.
5 Ricoh proposed May 15 (in effect May 17, given the Calendar).

6 Dated: April 23, 2003

Respectfully submitted,

7 HOWREY SIMON ARNOLD & WHITE, LLP
8

9 By: /s/ Christopher L. Kelley
10 Attorneys for Plaintiff SYNOPSYS, INC.
11 and Defendants AEROFLEX
12 INCORPORATED, ET AL.
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D I C K S T E I N S H A P I R O M O R I N & O S H I N S K Y L L P

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March 7, 2003

**BY CERTIFIED MAIL-
RETURN RECEIPT REQUESTED**

Mr. Wilson Tzang
President
Faraday Technology Corporation
490 De Guigne Drive
Sunnyvale CA 94085

**CONFIDENTIAL TREATMENT
REQUESTED**

Dear Mr. Tzang:

We are writing to you on behalf of Ricoh Company Ltd. because we are aware that your company is involved with the design of custom ICs that include application specific designed circuitry. We understand that in designing these circuits, you use a computer-aided design system obtained from Synopsys, including Design Compiler.

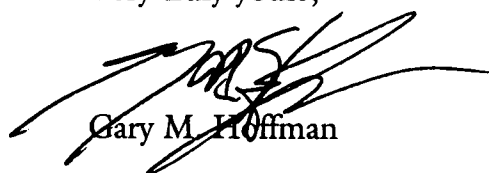
As you may know, Ricoh owns two of the basic patents directed to computer-aided design processes. These are U.S. Patent Nos. 4,922,432 and 5,197,016. They cover significant advances in computer-aided design processes for designing custom designed ICs for specific applications directly from architecture independent functional specifications for the integrated circuit. We are enclosing copies of these patents for your information.

While Ricoh is currently enforcing these patents in a lawsuit it recently filed in the U.S. District Court for the District of Delaware, Ricoh remains willing to license the patents. In fact, Ricoh has already granted non-exclusive licenses under these patents. Ricoh also would be willing to provide your company with a non-exclusive license. For your information, there are counterpart patents and applications in a number of countries outside the United States.

Because Ricoh is at an early stage in its licensing activities, at the current time, Ricoh is prepared to grant a non-exclusive license on favorable terms. However, we trust you will recognize that such favorable terms will cease to exist as time progresses.

If you are of the opinion that you do not need or want a license from Ricoh, it would be helpful if you would give us some insight into your reasons. We request your response within 60 days from the date of this letter.

Very truly yours,



Gary M. Hoffman

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